

KAUFMAN DOLOWICH & VOLUCK LLP
Andrew L. Richards
135 Crossways Park Drive
Suite 201
Woodbury, New York 11797

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TRUSTEES of the MASON TENDERS
DISTRICT COUNCIL WELFARE FUND,
PENSION FUND, ANNUITY FUND and
TRAINING PROGRAM FUND,

Case No.: 08-CV-02137 (WHP)

ANSWER TO COMPLAINT

Plaintiffs,

-against-

SAFEWAY ENVIRONMENTAL CORP.,

Defendant.

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Defendant, SAFEWAY ENVIRONMENTAL CORP., by its attorneys, KAUFMAN DOLOWICH & VOLUCK LLP, sets forth the following as and for its Answer to the Plaintiffs' Complaint:

1. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "1" of the Plaintiff's Complaint.
2. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "2" of the Plaintiff's Complaint.

3. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "3" of the Plaintiff's Complaint.

4. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "4" of the Plaintiff's Complaint.

5. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "5" of the Plaintiff's Complaint.

6. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "6" of the Plaintiff's Complaint, except admits that it has been a for-profit domestic corporation doing business in the City and State of New York.

7. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered "7" of the Plaintiff's Complaint.

8. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered "8" of the Plaintiff's Complaint with respect to those collective bargaining agreements to which it was bound.

9. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "9" of the Plaintiff's Complaint, except alleges that it agreed to be bound to certain collective bargaining agreements executed by ECA.

10. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered "10" of the Plaintiff's Complaint.

11. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered “11” of the Plaintiff’s Complaint with respect to those collective bargaining agreements to which it was bound.

12. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered “12” of the Plaintiff’s Complaint with respect to those collective bargaining agreements to which it was bound.

13. Defendant, SAFEWAY ENVIRONMENTAL CORP., admits to each and every allegation contained in paragraph numbered “13” of the Plaintiff’s Complaint.

14. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “14” of the Plaintiff’s Complaint, except alleges, upon information and belief, that IDCA executed certain collective bargaining agreements.

15. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “15” of the Plaintiff’s Complaint, except alleges that it agreed to be bound to certain collective bargaining agreements executed by IDCA.

16. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “16” of the Plaintiff’s Complaint. Notwithstanding the foregoing, Defendant incorporates the terms and conditions of the Agreements for which it is bound herein with the same force and effect as if set forth at length herein.

17. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph

numbered “17” of the Plaintiff’s Complaint, except alleges that it was required to pay fringe benefit contributions pursuant to collective bargaining agreements to which it was bound.

18. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “18” of the Plaintiff’s Complaint.

19. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “19” of the Plaintiff’s Complaint.

AS AND FOR A RESPONSE TO THE FIRST CLAIM FOR RELIEF

20. Defendant, SAFEWAY ENVIRONMENTAL CORP., repeats and re-alleges each and every response to every allegation set forth in the preceding paragraphs as though set forth at length herein.

21. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered “21” of the Plaintiff’s Complaint.

22. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered “22” of the Plaintiff’s Complaint.

23. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “23” of the Plaintiff’s Complaint.

24. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “24” of the Plaintiff’s Complaint.

AS AND FOR A RESPONSE TO THE SECOND CLAIM FOR RELIEF

25. Defendant, SAFEWAY ENVIRONMENTAL CORP., repeats and re-alleges each and every response to every allegation set forth in the preceding paragraphs as though set forth at length herein.

26. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "26" of the Plaintiff's Complaint.

27. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "27" of the Plaintiff's Complaint.

28. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "28" of the Plaintiff's Complaint.

29. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "29" of the Plaintiff's Complaint.

30. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "30" of the Plaintiff's Complaint.

AS AND FOR A RESPONSE TO THE THIRD CLAIM FOR RELIEF

31. Defendant, SAFEWAY ENVIRONMENTAL CORP., repeats and re-alleges each and every response to every allegation set forth in the preceding paragraphs as though set forth at length herein.

32. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "32" of the Plaintiff's Complaint.

33. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "33" of the Plaintiff's Complaint.

34. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "34" of the Plaintiff's Complaint.

35. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "35" of the Plaintiff's Complaint.

AS AND FOR A RESPONSE TO THE FOURTH CLAIM FOR RELIEF

36. Defendant, SAFEWAY ENVIRONMENTAL CORP., repeats and re-alleges each and every response to every allegation set forth in the preceding paragraphs as though set forth at length herein.

37. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "37" of the Plaintiff's Complaint.

38. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "38" of the Plaintiff's Complaint.

39. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "39" of the Plaintiff's Complaint.


40. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "40" of the Plaintiff's Complaint.

41. Defendant, SAFEWAY ENVIRONMENTAL CORP., denies each and every allegation contained in paragraph numbered "41" of the Plaintiff's Complaint.

WHEREFORE, Defendant, SAFEWAY ENVIRONMENTAL CORP., requests that this Court dismiss the Plaintiff's Amended Complaint in its entirety; together with costs, disbursements and attorney's fees, and such other and further relief that it deems just and proper.

Dated: May 1, 2008
Woodbury, New York

KAUFMAN DOLOWICH & VOLUCK LLP
Attorneys for Defendant
SAFEWAY ENVIRONMENTAL CORP.

By: 
ANDREW L. RICHARDS
135 Crossways Park Drive
Woodbury, NY 11797
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TO: Sally L. Schneider, Esq.
Proskauer Rose LLP
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ND: 4826-0667-9554, v. 1

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SAFEWAY ENVIRONMENTAL CORP.,

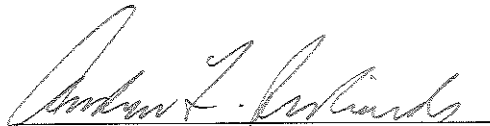
Defendant.

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Pursuant to Rule 7.1(a) of the Federal Rules of Civil Procedure, Defendant SAFEWAY ENVIRONMENTAL CORP. makes the following disclosure:

1. It has no parent corporation nor does any publicly held corporation own 10% or more of its stock.

By:



ANDREW L. RICHARDS

Kaufman Dolowich & Voluck LLP
135 Crossways Park Drive
Woodbury, NY 11797
(516) 681-1100
Attorneys for Defendant
Safeway Environmental, Corp.

Dated: May 1, 2008

STATE OF NEW YORK }
 } ss:
COUNTY OF NASSAU }


BETH GREEN, being duly sworn, deposes and says:

That Deponent is not a party to this action, is over 18 years of age and resides at Glen Cove, New York.


That on the 1st day of May, 2008 Deponent served Safeway Environmental Corp.'s **Answer to Complaint** upon:

Ms. Sally L. Schneider, Esq.
Proskauer Rose LLP
1585 Broadway
New York, NY 10036

by depositing a true copy of same enclosed in a post-paid, properly addressed wrapper, in a post-office/official depository under the exclusive care and custody of the United States Postal Service within the State of New York.


BETH GREEN

Sworn to before me this
1st day of May, 2008


Notary Public

MATTHEW J. MINERO
Notary Public, State of New York
No. 02Mi6037500
Qualified in Nassau County
Commission Expires February 22, 20 10